

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA; COMMERCE  
STREET INVESTMENTS, LLC; PRU  
ALPHA FIXED INCOME OPPORTUNITY  
MASTER FUND I, L.P.; PRUCO LIFE  
INSURANCE COMPANY; PRUCO LIFE  
INSURANCE COMPANY OF NEW  
JERSEY; THE PRUDENTIAL LIFE  
INSURANCE COMPANY, LTD.;  
PRUDENTIAL RETIREMENT INSURANCE  
AND ANNUITY COMPANY; and  
PRUDENTIAL TRUST COMPANY,

Plaintiffs,

vs.

CREDIT SUISSE SECURITIES (USA) LLC  
(f/k/a CREDIT SUISSE FIRST BOSTON  
LLC), CREDIT SUISSE FIRST BOSTON  
MORTGAGE SECURITIES CORP., ASSET  
BACKED SECURITIES CORPORATION,  
and DLJ MORTGAGE CAPITAL, INC.,

Defendants.

No. 2:12-CV-07242 (KSH)(CLW)

**STIPULATION OF VOLUNTARY  
DISMISSAL WITH PREJUDICE**

IT IS hereby stipulated and agreed to by and between counsel for Plaintiffs The Prudential Insurance Company of America, Commerce Street Investments, LLC, Pru Alpha Fixed Income Opportunity Master Fund I, L.P., Pruco Life Insurance Company of New Jersey, Prudential Investment Portfolios 2,<sup>1</sup> the Prudential Life Insurance Company, LTD., Prudential Retirement Insurance and Annuity Company, and Prudential Trust Company, and Defendants Credit Suisse

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<sup>1</sup> All claims that were asserted or could have been asserted in this action by Plaintiff Prudential Investment Portfolios 2 against Defendants were previously voluntarily dismissed without prejudice in or around August 2, 2013. See Docket No. 64.

Securities (USA) LLC (f/k/a Credit Suisse First Boston LLC), Credit Suisse First Boston Mortgage Securities Corp., Asset Backed Securities Corporation, and DLJ Mortgage Capital, Inc., that the above-captioned matter has been settled on mutually-agreeable terms and it shall be and hereby is dismissed in its entirety with prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), with all costs and expenses of suit being paid by the party incurring the same.

The Court shall retain jurisdiction over this matter for the purposes of enforcing all of the terms and provisions of this Stipulation including, but not limited to, any relief sought for a breach of or default under the Confidential Settlement Agreement and Release entered into by the parties.

DATED: August 22, 2014

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DATED: IT IS SO ORDERED.

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THE HONORABLE KATHARINE S. HAYDEN  
UNITED STATES DISTRICT JUDGE